



Report to the Auburn City Council

Action Item
Agenda Item No. **12**

City Manager Approval

To: Mayor and City Council Members

From: Bernie Schroeder, Director of Public Works *BS*
Megan Siren, Administrative Analyst *MS*

Date: January 10, 2011

Subject: Placer Nevada Wastewater Authority – Funding Request for Executive Director Contract

The Issue

Shall the Council approve funding a portion of the Executive Director of the Placer Nevada Wastewater Authority contract?

Conclusion and Recommendation

Staff recommends that the City Council, by RESOLUTION, authorize the Director of Public Works to authorize the cost sharing for the funding of the contract for the Executive Director of the Placer Nevada Wastewater Authority in an amount not to exceed \$25,000.

Background

The City of Auburn has been a member of the Placer Nevada Wastewater Authority (PNWA) since 1999. The PNWA is managed by an Executive Director which is Orin Bennett of Bennett Engineering Services. The contract for the Executive Director for one year totals \$168,600 with \$92,700 paid by the Army Corps of Engineers grant and the other \$75,900 to be paid by the PNWA members. At the September 30, 2010 PNWA Board of Directors meeting, the board agreed to distribute the Executive Directors contract costs to the member agencies. The local share cost distribution was approved as follows:

Placer County	\$40,000	Auburn	\$25,000
Newcastle Sanitary District	\$5,900	South Placer MUD	\$5,000
Lincoln	\$0*		

*The original Joint Powers Agreement states that the City of Lincoln will not participate financially in operation of the PNWA.

The PNWA Board concurred at the September 2010 Board meeting that the City of Lincoln would not participate in the cost sharing of the Executive Director's contract. The Placer County Board of Supervisors and the Boards of South Placer MUD and Newcastle Sanitary District approved the cost sharing distribution.

Staff recommends approval of the contribution to the PNWA Executive Director's contract.

Alternatives Available to Council; Implications of Alternatives

1. Authorize the contribution to the PNWA Executive Director Contract
2. Do not authorize.

Fiscal Impact

The \$25,000 would be from the Sewer Enterprise Funds. There are adequate funds in professional services to cover the cost of the Executive Director contract cost for the PNWA.

Attachments: PNWA Executive Director Contract/Fee Schedule
Placer County Staff Report
Resolution

Contract No.: _____

Administering Agency: County of Placer/Facility Services/Environmental Engineering

Contract Description: PNWA Executive Director Services

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____, 2010, by and between the County of Placer, a political subdivision of the State of California ("County"), and Bennett Engineering Services, Inc. ("Consultant") a California corporation, who agree as follows:

1. **Services-Term**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide Placer Nevada Wastewater Authority (PNWA) Executive Director services as described in Tasks 1-8 in Exhibit A, attached hereto and incorporated herein by reference (the "PNWA Executive Director Services"). This Agreement shall be effective upon approval by the County and shall run for a period of twelve (12) months, which term may be extended based upon the mutual written agreement of Consultant, County and the PNWA.
2. **Payment**. County shall pay Consultant for PNWA Executive Director Services rendered pursuant to this Agreement in accordance with Exhibits B and B-1, attached hereto and incorporated herein by reference, upon approval of the invoices as set forth in this Section 2.

Consultant shall first submit all invoices for PNWA Executive Director Services to the Board of Directors of the PNWA for its review and approval, and a courtesy copy to County. Upon approval by the PNWA Board, Consultant shall submit the approved invoice to County for payment. County review of the invoice shall be limited to technical review to assure that the invoices are in proper form to allow the costs to be claimed in accordance with the requirements of the grant funding program which may be providing the funds and that there is adequate funding identified for any local match share which may be required by the requirements of the grant funding program which may be providing the funds.

The total amount payable for all services provided under this Agreement, including local match share, shall not exceed One Hundred Sixty-Eight Thousand Six Hundred and no/100 Dollars (\$168,600.00) without the prior written approval of the Consultant, County and PNWA.

3. **Facilities, Equipment and Other Materials, and Obligations of County**. Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **General Provisions**. The general provisions set forth in Exhibit D, attached hereto, are part of this Agreement incorporated herein by reference. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.
5. **Exhibits**. All exhibits referred to herein are attached hereto and by this reference incorporated herein.

6. **Time for Performance.** Time is of the essence.

7. **Notices.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax or reliable overnight mail to the address of the respective parties set forth below:

COUNTY: Placer County Department of Facility Services
Attn: Jim Durfee, Director
11476 "C" Avenue
Auburn, CA 95603
Phone: (530) 886-4980
Fax: (530) 889-6899

CONSULTANT: Bennett Engineering Services, Inc.
Attn: Orin N. Bennett, P.E.
1082 Sunrise Avenue, Suite 100
Roseville, CA 95661
Phone: (916) 783-4100
Fax: (916) 783-4110

REMIT TO CONSULTANT:
Bennett Engineering Services, Inc.
1082 Sunrise Avenue, Suite 100
Roseville, CA 95661
Phone: (916) 783-4100
Fax: (916) 783-4110

County or Consultant may from time to time designate any other address for this purpose by written notice to the other party.

Executed as of the day first above stated:

COUNTY OF PLACER (County)

By: _____
Chairman, Board of Supervisors

Date: _____

BENNETT ENGINEERING SERVICES, INC., (Consultant)

By: _____
Orin N. Bennett, P.E., President

Secretary

Approved as to Form

Approved as to Funds

By: _____
Placer County Counsel

By: _____
Placer County Auditor

Exhibit A: Scope of Services
Exhibit B: Payment Procedure for Services Rendered
Exhibit B-1: Fee Schedule
Exhibit C: Facilities, Equipment, and Other Materials and Obligations
Exhibit D: General Provisions
Exhibit E: Confidential Accounting Information

EXHIBIT A

SCOPE OF SERVICES

The services shall consist of providing professional services to function as the Executive Director of the Placer Nevada Wastewater Authority (PNWA):

TASK 1. PNWA Meetings, Agendas, Minutes, Material

Prepare for and organize meeting of the PNWA Board of Directors. Set meeting date, prepare meeting agendas, Prepare and send meeting packages for Board members, prepare meeting minutes with attachments of items distributed during the meetings. Send meeting minutes to Board members for review.

TASK 2. Communication with Lincoln, Auburn, and Placer County

Maintain communication between the City of Lincoln, the City of Auburn, and Placer County on the status of the Regional Wastewater Project. Assist as necessary to develop agreement on a Memorandum of Understanding on the role and responsibility of each agency in the preliminary design, design, and funding of the regional pipeline.

TASK 3. Local Share

Develop an agreement on the distribution of responsibility for the local share of the project expenditures. Discuss the responsibility for contributing to the local share of the grant funded tasks. Develop a contribution matrix by agency. Work with each agency independently and as a group to develop agreement of all member agencies on local share contributions.

TASK 4. O&M Agreement MOU

Assist in developing a Operation and Maintenance Agreement Memorandum of Understanding between Placer County, Lincoln, and Auburn which addresses concerns between the agencies regarding payment to the City of Lincoln for purchase of capacity, flow contribution, peak flow storage allocations, the type and locations of flow and constituent measurement, treatment capacity availability, treatment and pipeline operation responsibility, pipeline and treatment plant operations and maintenance cost sharing, and regulatory responsibility.

TASK 5. Grant Funding

Explore grant funding for the regional wastewater project from various State and Federal agencies. Work with Placer County and elected officials from all member agencies in pursuit of grant funding for the regional project. These funds may be pursued by one of the member agencies or by the PNWA.

TASK 6. Preliminary Design

Work with Placer County staff on the regional wastewater pipeline preliminary design. Assist with the development of the scope of work, review of proposals from consultants to perform the preliminary design, attend technical advisory meetings as the project progresses, and provide suggestions and input to the work products. Report to the Board on status of the project including decisions made, the status of the project schedule, and other matters that may require PNWA Board consideration.

TASK 7. Newcastle

Track the Newcastle Sanitary District regionalization project and report to the Board the status and issues that may arise.

TASK 8. SPMUD

The role of South Placer Municipal Utility District in the regionalization project was initially one of support. As the Newcastle regionalization advanced, SPMUD became a vital contributor to regionalization. SPMUD will offer other contributions as the regionalization progresses. This task is to work with SPMUD to identify those areas of contribution.

TASK 9. Board Secretarial Support

Act as secretary to the Board of Directors. Prepare draft and final agendas for the Board meetings. Prepare and send (or deliver) Board packages to Directors for Board meetings. Attend Board meetings and take minutes of the meetings. Prepare draft and final minutes of the Board meetings. Arrange meetings as requested between Board members and member agency staff members and the Executive Director.

EXHIBIT B PAYMENT FOR SERVICES RENDERED

Payment to Consultant for work in accordance with all Tasks shall be made in accordance with the Rate Schedule attached hereto as Exhibit B-1.

Consultant shall submit invoices monthly for work performed describing in detail the work and work hours performed, the person(s) performing the work, his/her hourly rate, and the expenses for which reimbursement is claimed. The invoices shall also include a spreadsheet that shows task budgets, charges by task for the current invoice, cumulative charges to date by task, and percent of budget remaining by task. Hourly time shall be stated in increments of no less than one-quarter ($1/4$) of an hour.

The total amount payable for each Task shall not exceed the amount set forth on Exhibit B-1 for each such Task. Upon written request of the Consultant and with written approval of the Chair of the PNWA, the amounts to be paid for any Task may be modified as necessary and appropriate; provided, however, the total amount payable for all services provided under this Agreement, including additional services, shall not exceed the amount set forth in Section 2 of this Agreement.

Provided the invoice has been approved by the PNWA Board and the invoices are in proper form to allow the costs to be claimed in accordance with the requirements of the grant funding program which may be providing the funds and that there is adequate funding identified for any local match share which may be required by the requirements of the grant funding program which may be providing the funds, County shall pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide such additional information as the County may request to verify any of the amounts claimed for payment in any invoice.

EXHIBIT C

FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS

All information, facilities, and equipment required to complete the services described Exhibit A of this Agreement shall be provided by the Consultant.

EXHIBIT D GENERAL PROVISIONS

1. **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the County of the PNWA. All persons performing services for the Consultant under this Contract shall be employees of the Consultant and not the County or PNWA.
2. **Licenses, Permits.** Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
3. **Time.** Consultant shall devote such attention to the performance of services pursuant to this Agreement as may be necessary for the satisfactory and timely performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
4. **Insurance.** Consultant shall file with County a Certificate of Insurance, with companies acceptable to County, with a Best's Rating of no less than A:VII showing the following coverage:
 - A. **Workers' Compensation and Employers' Liability Insurance**
 - 1) Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employers' liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, one million dollars (\$1,000,000) each employee for bodily injury by disease.
 - 2) If there is an exposure of injury to Consultant's employees under the U.S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
 - 3) Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County."
 - 4) Consultant shall require all Subconsultants to maintain adequate Workers' Compensation Insurance. Certificates of Workers Compensation shall be filed forthwith with the County upon demand.

B. General Liability Insurance

- 1) Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by, or on behalf of Consultant, covering bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by Consultant in this Agreement.
- 2) One of the following forms is required:
 - a) Comprehensive General Liability;
 - b) Commercial General Liability (Occurrence); or
 - c) Commercial General Liability (Claims Made).
- 3) If Consultant carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - a) One million dollars (\$1,000,000) each occurrence;
 - b) One million dollars (\$1,000,000) aggregate.
- 4) If Consultant carries a Commercial General Liability (Occurrence) policy:
 - a) The limits of liability shall not be less than:
 - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
 - ii) One million dollars (\$1,000,000) for Products-Completed Operations;
 - iii) One million dollars (\$1,000,000) General Aggregate.
 - b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this contract, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- 5) Special Claims Made Policy Form Provisions: Consultant shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:
 - a) The limits of liability shall not be less than:
 - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
 - ii) One million dollars (\$1,000,000) aggregate for Products-Completed Operations;
 - iii) One million dollars (\$1,000,000) General Aggregate.

- b) The insurance coverage provided by Consultant shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

C. Endorsements: Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- 1) "The County, its officers, agents, employees and volunteers, and the PNWA, its officers, agents, employees and volunteers, are to be covered as insureds for all liability arising out of operations, or on behalf of, the named insured in the performance of this Agreement."
- 2) "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County with respect to any insurance or self-insurance programs maintained by County, and no insurance held or owned by County shall be called upon to contribute to a loss."
- 3) "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to County."

D. Automobile Liability Insurance

- 1) Automobile Liability insurance shall be provided covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 2) Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

E. Professional Liability Insurance (Errors & Omissions)

- 1) Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$2,000,000.00.

5. **Indemnity.** Consultant hereby agrees to protect, defend, indemnify, and hold the County and the PNWA free and harmless from any and all losses, liabilities or damages, claims and liens, of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County or PNWA, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character due to negligent performance, recklessness, or willful misconduct of Consultant. The claims covered by this Paragraph 5 include, without limitation, any claims brought by private person(s) and/or governmental agency(ies) relating in any way to alleged California Labor Code violations or alleged violation of prevailing wage laws, and/or any other employment-related laws. Consultant's obligation shall include the duty to defend County and/or PNWA as set forth in California Civil

Code Section 2778 and 2782.5. This provision is not intended to create any cause of action in favor of any third party against Consultant or the County or the PNWA or to enlarge, in any way, the Consultant's liability; but is intended solely to provide for indemnification of the County and PNWA from liability for damages or injuries to third persons or property arising from Consultant's negligence, recklessness, or willful misconduct pursuant to this contract or agreement. As used above, the term "County" means the Placer County, or its officers, agents, employees and volunteers. As used above, the term "PNWA" means the Placer Nevada Wastewater Authority, or its officers, agents, employees and volunteers.

6. **Consultant Not Agent of County.** Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

7. **Assignment/ Subcontracting Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of County and the PNWA Board, said approval to be in the sole discretion of County or the PNWA Board. Consultant shall not subcontract any portion of the work except as approved in advance and in writing by County and the PNWA Board.

8. **Personnel.**

- A. Consultant warrants that all personnel assigned by Consultant to perform the services are duly trained and qualified to perform the work. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, request the replacement of any person assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove and replace any such person immediately upon receiving notice from County.
- B. Notwithstanding the foregoing, if specific persons are designated as part of a project team in Exhibit A, Scope of Services, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or sub-consultants named in the project team by Consultant without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Paragraph 10 Termination only for that work performed by project team members.

9. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to PNWA pursuant to this Agreement shall be prepared in a workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

10. **Termination.**

- A. In the event County or the PNWA Board, in its sole discretion, deems it in the best interests of the public, County shall have the right to terminate this Agreement at any time without cause by giving notice in writing of such termination to Consultant. In the event County shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
- 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
 - 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, neither County nor PNWA shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy that County may have in law or equity.
- B. Consultant may terminate its services under this Agreement only upon good cause or upon the mutual agreement of the County and PNWA, and shall provide thirty (30) working days advance written notice to the County of any such intent to terminate.

11. Non-Discrimination. Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code §12900 et seq.

12. Records. Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

13. Ownership of Information. All professional and technical information developed under this Agreement and all worksheets, reports, and related data shall become the property of County, and Consultant agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.

14. Waiver. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

15. Conflict of Interest. Consultant certifies that no official or employee of the County, nor any business entity in which an official of the County has, an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.

16. Entirety of Agreement. This Agreement contains the entire agreement of County and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

17. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Consultant hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

18. General Compliance With Laws. The Consultant shall exercise usual and customary care to comply with applicable Federal, State and local laws, statutes, rules, orders and regulations which are in effect as of the date of this Agreement, or which may later be enacted. Consultant shall comply with all laws regarding payment of prevailing wage, including, without limitation, California Labor Code section 1720, as such laws may be amended or modified. Consultant agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction.

19. Construction and Interpretation. It is agreed and acknowledged by Consultant that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

EXHIBIT B-1: Fee Schedule

Revised 4/29/10

348

BEN|EN

TRUSTED ENGINEERING ADVICE

	Principal Engineer Bennett, O. 158 \$/hr		Senior Engineer Clark, D. 130 \$/hr		Associate Engineer Bennett, S. 108 \$/hr		CADD/ Tech Michael, B. 90 \$/hr		Administrative Goodwin, J. 54 \$/hr		BEN EN Subtotal		MISC. EXPENSES	TOTAL
	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost		
Task 1. Meetings, Agendas, Minutes, Material	192 hrs	\$30,336	96 hrs	\$12,480	hrs	\$0	hrs	\$0	72 hrs	\$3,888	360 hrs	\$46,704	\$2,340	\$49,044
Task 2. Communication with Lincoln, Auburn, and Placer County	96 hrs	\$15,168	48 hrs	\$6,240	24 hrs	\$2,592	hrs	\$0	24 hrs	\$1,296	192 hrs	\$25,296	\$1,260	\$26,556
Task 3. Local Share	86 hrs	\$13,588	10 hrs	\$1,300	hrs	\$0	hrs	\$0	hrs	\$0	96 hrs	\$14,888	\$740	\$15,628
Task 4. O&M Agreement MOU	32 hrs	\$5,056	12 hrs	\$1,560	6 hrs	\$648	hrs	\$0	hrs	\$0	50 hrs	\$7,264	\$360	\$7,624
Task 5. Grant Funding	24 hrs	\$3,792	8 hrs	\$1,040	hrs	\$0	hrs	\$0	hrs	\$0	32 hrs	\$4,832	\$240	\$5,072
Task 6. Preliminary Design	192 hrs	\$30,336	80 hrs	\$10,400	28 hrs	\$3,024	hrs	\$0	hrs	\$0	300 hrs	\$43,760	\$2,190	\$45,950
Task 7. Newcastle	12 hrs	\$1,896	hrs	\$0	12 hrs	\$1,296	hrs	\$0	hrs	\$0	24 hrs	\$3,192	\$160	\$3,352
Task 8. SPMUD	48 hrs	\$7,584	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	48 hrs	\$7,584	\$380	\$7,964
Task 9. Board Secretarial Support	2 hrs	\$316	12 hrs	\$1,560	hrs	\$0	hrs	\$0	96 hrs	\$5,184	110 hrs	\$7,060	\$350	\$7,410
PROJECT TOTAL	684 hrs	\$108,072	266 hrs	\$34,580	70 hrs	\$7,560	hrs	\$0	192 hrs	\$10,368	1212 hrs	\$160,580	\$8,020	\$168,600

**MEMORANDUM
DEPARTMENT OF FACILITY SERVICES
COUNTY OF PLACER**

To: **BOARD OF SUPERVISORS**

Date: **SEPTEMBER 14, 2010**

From: **JAMES DURFEE**

Subject: **PROFESSIONAL SERVICES AGREEMENT WITH BENNETT
ENGINEERING; PLACER COUNTY NEVADA WASTEWATER
AUTHORITY**

ACTIONS REQUESTED: Consider a recommendation by the Placer Nevada Wastewater Authority (PNWA) Board of Directors to approve an Agreement with the firm of Bennett Engineering (Ben-En) of Roseville in an amount not to exceed \$168,600 effective September 1, 2010, for professional consulting services associated with administering the PNWA; approve a cost sharing approach with the PNWA Partners; and, authorize the Chairman to execute the Agreement upon review by County Counsel and Risk Management.

BACKGROUND: Ben-En, (previously MHM Engineering) has provided professional consulting services to the PNWA in association with the Regional Wastewater Project via county contracts for several years. Services provided under previous contracts have included engineering tasks and provision of Executive Director services to the PNWA. Through this arrangement, Mr. Bob Watkins served as the Executive Director for several years. With Mr. Watkins' retirement in 2008, the PNWA elected to have Orin Bennett, President of Bennett Engineering, take over the Executive Director duties.

The PNWA Board of Directors recently elected to substantially increase the duties of the Executive Director, and has recommended that your Board approve an Agreement that addresses this increase. County Counsel and Facility Services worked with Ben-En to develop the attached Agreement and scope to cover the requested duties. This Agreement differs from previous contracts with Ben-En in that it only provides for the Executive Director duties, there are no associated engineering duties included in this Agreement.

Historically, Ben-En's services have been paid for using EPA grant funds, with the County's Sewer Maintenance District 1 paying the forty-five percent local match. This was justified because the significant majority of the cost of the contracts was tied to engineering support for SMD 1's participation in the Regional Wastewater Project. Because the PNWA Board has now specifically requested a significant increase in the duties to be performed by the Executive Director, Facility Services can no longer recommend that SMD 1 cover the local match. As a result, the PNWA Board agreed to a cost sharing approach at their August 26, 2010 meeting to spread the local match over all the partners. Under this approach, the County's share of the \$160,500 contract would be \$40,400, or fifty-three percent of the forty-five local match. Should your Board approve this concept and the Agreement with Ben-En, staff will work with the PNWA Partners to complete a mutually agreeable cost sharing Agreement. Your Board's approval of the Agreement with Ben-En and the cost sharing approach will provide the basis for finalizing that negotiation.

285

ENVIRONMENTAL CLEARANCE: Approval of this contract for general consulting services is not a project as defined in the California Environmental Quality Act.

FISCAL IMPACT: Ben-En proposes to provide the recommended services for a fee not to exceed \$ 168,600. Fifty-five percent of these costs are reimbursable through federal grants; the remaining forty-five percent must be provided locally. Pursuant to the cost sharing approach recommended by the PNWA Board, SMD 1 would be responsible for \$40,400, or fifty-three percent of the local match.

JD/JS

CC: COUNTY EXECUTIVE OFFICE

T:\FBSMEMO2010\BENENAGT.0914

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. 11-
RESOLUTION AUTHORIZATION FUNDING FOR THE EXECUTIVE DIRECTOR
CONTRACT FOR THE PLACER NEVADA WASTEWATER AUTHORITY.

THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

That the City Council of the City of Auburn does hereby authorize the
Director of Public Works to authorize the cost sharing for the funding of the
contract for the Executive Director of the Placer Nevada Wastewater Authority
in an amount not to exceed \$25,000.

DATED: January 10, 2011

Dr. William Kirby, Mayor

ATTEST:

Joseph G. R. Labrie, City Clerk

I, Joseph G. R. Labrie, City Clerk of the City of Auburn, hereby certify
that the foregoing resolution was duly passed at a special session meeting of
the City Council of the City of Auburn held on the 10th day of January 2011 by
the following vote on roll call:

Ayes:
Noes:
Absent:

Joseph G. R. Labrie, City Clerk

(This page intentionally left blank)